



Amendment No. 2
To
Contract No. NA160000192
For
Glass Repair and Replacement
Between
360TXC, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 24, 2019 through October 32, 2020. Two options will remain.
- 2.0 The City hereby amends the above referenced contract to make the following changes:
- 2.1 Add Building Services Department as an authorized department on this contract.
- 2.2 Add to Section 5. INVOICES AND PAYMENT, Paragraph A to the 0400 – Supplemental Purchase Provisions with the following:

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	411 Chicon
City, State, Zip Code	Austin, TX 78702
Email	BSDAPInvoice2@austintexas.gov

- 3.0 The total contract amount is increased by \$335,561.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2016 – 10/23/2019	\$1,006,683.00	\$1,006,683.00
Amendment No. 1: Add PARD to contract 10/24/2018 – 10/23/2019	\$0.00	\$1,006,683.00
Amendment No. 2: Option 1 – Extension 10/24/2019 – 10/23/2020 Add BSD to contract 01/15/2019	\$335,561.00	\$1,342,244.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  9-24-2019

Sign/Date:  10-2-12

Printed Name: Dana Lester
Authorized Representative

Matthew Duree
Procurement Manager

360TXC, LLC
3000 Joe Dimaggio Boulevard, #83
Round Rock, Texas 78665
(512) 574-0623
dlester@360txc.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA160000192
for
Glass Repair and Replacement
between
360TXC, LLC
and the
City of Austin

1.0 The City hereby amends the above referenced to make the following changes:

1.1 Add the Parks and Recreation Department as an authorized department on this contract.

1.2 Add to Section 5. INVOICES and PAYMENT, Paragraph A. to the 0400 – Supplemental Purchase Provisions with the following:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, Texas 78767
Email	PARDAccountspayable.gov

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2016 – 10/23/2019	\$1,006,683.00	\$1,006,683.00
Amendment No. 1: Add PARD to contract 03/08/2018	\$0.00	\$1,006,683.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: **3-10-2018**

Printed Name: **Dana Lester**
Authorized Representative

360TXC, LLC
3000 Joe Dimaggio Blvd. #83
Round Rock, Texas 78665
(512) 574-0623
dlester@360txc.com

Sign/Date:

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
360TXC LLC (“Contractor”)
for
Glass Repair and Replacement
MA 8500 NA160000192**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between 360TXC LLC having offices at 901 South Mopac, Suite 300, Austin, Texas 78701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8500 JXP0101REBID3.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, IFB 8500 JXP0101REBID3 including all documents incorporated by reference
- 1.1.3 360TXC LLC’s Offer, dated July 13, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See Section 0400, Paragraph 3, Term of Contract for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,006,683 for the initial Contract term and \$335,561 for each extension option as indicated in the Bid Sheet, IFB Section 0600, for a total Not-to-Exceed contract amount of \$2,013,366. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract

- 1.6.1 Wage Rates and Payroll Reporting – included in the City’s Solicitation, attached as Exhibit A

- 1.6.2 Contractor's Bid Sheet – submitted with Contractor's Offer, attached as Exhibit B
- 1.6.3 Contractor's Compliance Plan - submitted with Contractor's Offer, attached as Exhibit C

1.6.4 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

1.6.4.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

1.6.4.2 The Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

1.6.4.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

1.6.5 **Subcontractors.**

1.6.5.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

1.6.5.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

1.6.5.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

1.6.5.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the

Subcontractor post a payment bond in form, substance and amount acceptable to the City;

1.6.5.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

1.6.5.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

1.6.5.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

1.6.5.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

1.6.5.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

360TXC LLC

Leroy Lester

Printed Name of Authorized Person



Signature

Chief Operating Officer

Title:

10-21-2016

Date:

CITY OF AUSTIN

Roger Stricklin

Printed Name of Authorized Person



Signature

Corporate Contract Administrator

Title:

10-24-2016

Date:

Exhibits

- A - Wage Rates and Payroll Reporting
- B - Contractor's Bid Sheet
- C - Contractor's Compliance Plan

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING

Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.03 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Wage Rates and Payroll Reporting / 00830

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. **Overtime Requirements**

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. **Apprentices**

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

III. **Withholding of Payments**

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. **Payrolls**

A. CONTRACTOR shall keep records showing:

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Wage Rates and Payroll Reporting / 00830

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Wage Rates and Payroll Reporting / 00830

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Wage Rates and Payroll Reporting / 00830

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 3/18/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.03	\$ -	\$ 13.03
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.03	\$ -	\$ 13.03
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.03	\$ -	\$ 13.03
Laborer, Common or General	\$ 11.44	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.03	\$ -	\$ 13.03
Laborer, Pipelayer	\$ 12.45	\$ 13.03	\$ -	\$ 13.03
Laborer, Roof Tearoff	\$ 11.28	\$ 13.03	\$ -	\$ 13.03

**EXHIBIT A
WAGE RATES AND PAYROLL REPORTING**

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.03	\$ -	\$ 13.03
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.03	\$ -	\$ 13.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.03	\$ -	\$ 13.03
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 27.43	\$ 22.52	\$ 49.95
Tile Finisher	\$ 11.32	\$ 13.03	\$ -	\$ 13.03
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.03	\$ 1.18	\$ 14.21
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.03	\$ -	\$ 13.03
Truck Driver, Water Truck	\$ 12.00	\$ 13.03	\$ 4.11	\$ 17.14
Waterproofer	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification **ONLY** if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

EXHIBIT A
WAGE RATES AND PAYROLL REPORTING

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

EXHIBIT B
CONTRACTOR'S BID SHEET

**BID SHEET
CITY OF AUSTIN
GLASS REPLACEMENT AND REPAIR
INVITATION FOR BIDS (IFB) 8500 JXP0101REBID3**

BID DUE DATE: June 14, 2016 at 2:00 PM local time

BUYER: Joshua Pace

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the bidder's bid.

SECTION A - HOURLY LABOR RATES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1	Labor rate per hour for Regular Hours, 7:00 a.m. - 5:00 p.m. Monday through Fridays	800	\$190.00	\$152,000.00
2	Labor rate per hour for Non-Regular Hours, 5:01 p.m. - 6:59 a.m. Monday through Fridays and weekends (shall not exceed 150% or 'time and a half' of Regular Hours)	160	\$195.00	\$31,200.00
3	Labor rate per hour for Non-Regular Hours services provided during City of Austin Official Holidays (shall not exceed 200% or 'double time' of Regular Hours)	40	\$195.00	\$7,800.00
SECTION A SUBTOTAL				\$191,000.00

SECTION B - RENTALS AND MATERIALS MARKUP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT BEFORE MARKUP	PERCENTAGE MARKUP	EXTENDED PRICE
----------	------------------	---------------------------------------	-------------------	----------------

EXHIBIT B
CONTRACTOR'S BID SHEET

4	Percentage Mark-up to vendor cost for all equipment rentals as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$20,000	5%	\$21,000.00
5	Percentage Mark-up to vendor cost for all materials as defined in Section 0500, Scope of Work	\$80,000	5%	\$84,000.00
SECTION B SUBTOTAL				\$105,000.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)	\$296,000.00
-------------------------------------	--------------

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount)	\$0.00
7	Other: (Bidder to Specify - may be \$ or % discount)	\$0.00

COMPANY NAME: 360TXC

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME: Dana Lester

EMAIL ADDRESS: tlester@360txc.com

CITY OF AUSTIN



CITY CODE CHAPTER 2-9C MBE/WBE PROCUREMENT PROGRAM NON-PROFESSIONAL SERVICES

Project Name: Glass Replacement and Repair

Project/Solicitation Number: IFB 8500 JXP0101REBID3

Date: 05/30/2016

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

TABLE OF CONTENTS

Overview	1
<i>Compliance Plan</i> Instructions	3
Good Faith Efforts Instructions	6
Contacting Potential MBE/WBE Subcontractors	6
Good Faith Efforts Review	7
Post-Award Instructions	9
Letter of Intent	9
Post-Award Monitoring	9
 <u>FORMS</u>	
Appendix A: <i>Compliance Plan</i>	11
Appendix B: Letter to Potential Subcontractors	18
Appendix C: Letter of Intent	19
Appendix D: Availability Lists	

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:		
MBE	2.11	%	OR	African American	%
WBE	0.86	%		Hispanic	%
				Asian/Native American	%
				WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/departmentsmall-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City's Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City's MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until the contract is executed. During the

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

COMPLIANCE PLAN INSTRUCTIONS
(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans not complying with the Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.***

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III Compliance Plan Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the Compliance Plan, please read the following instructions regarding how to count MBE/WBE participation:

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the Compliance Plan is filed may cease to be a certified Firm before the contract is

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable***. If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

GOOD FAITH EFFORTS INSTRUCTIONS
(See Appendices B and D)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

**EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN**

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

(E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

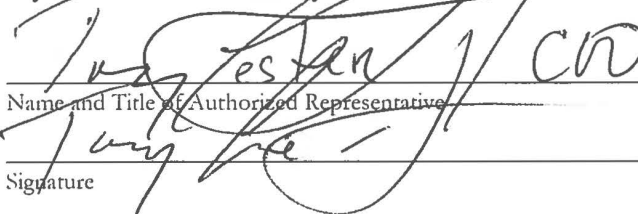
Project Name	Glass Replacement and Repair
Solicitation Number	IFB 8500 JXP0101REBID3

Project Goals or Subgoals		
MBE	2.11	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	0.86	%

Section II — Bidder Company Information

Name of Company	360+XC
Vendor Code	1461995281600
Address	901 S. Mopac #360
City, State Zip	Austin TX 78701
Phone	512-934-2622
Fax & E-Mail	877-710-7474 or 360+xc@gmail.com
Name of Contact Person	Tony Lester
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: 1461995281600 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.


Name and Title of Authorized Representative
Signature

7-13-06
Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.

Reviewing Counselor _____ Date _____

I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.

Director/Assistant Director _____ Date _____

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section III — *Compliance Plan Summary*

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (if applicable): \$ 296,000.00

Goals: Proposed Participation		
MBE	\$ <u>6,245.60</u>	<u>2.11</u> %
WBE	\$ <u>289,754.40</u>	<u>97.89</u> %
Non-Certified	\$	%

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$ <u>6,245.60</u>	<u>2.11</u> %
Native/Asian American	\$	%
WBE	\$ <u>289,754.40</u>	<u>97.89</u> %
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ 289,754.40 Percentage: 97.89%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes ☒ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____ %; Native/Asian American _____ %; WBE _____ %

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	S&D Glasswork LLC		
City of Austin Certified	MBE <input checked="" type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code	100000924337		
Address/ City / State / Zip	3929-C Woodbury Dr. Austin, TX 78704		
Contact Person & Phone #	Sergio 512-502-59184		
Fax & Email Address	diana@compbsa-s-dglasswork.com		
Amount of Subcontract	\$ 61245.60	2.11 %	
Commodity codes/describe services	91030/ Glass replacement		

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		
Commodity codes/describe services			

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☒ No ☐ **If no, state reason(s) below and attach documentation:**

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix A

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☒ No ☐
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)
List Methods: email, fax, telephone contact Yes ☒ No ☐
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☒ No ☐
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? If yes, please attach. Yes ☒ No ☐
5. Were written notices sent to Minority or Women organizations? If yes, please attach. Yes ☒ No ☐
6. Were additional elements of work identified to achieve the goals or subgoals?
If yes, please explain: goal met Yes ☒ No ☐
7. Was SMBR contacted for assistance? Yes ☐ No ☐
- If yes, complete following:
Contact Person: Stella Richardson-Kinley
Date of Contact: 6-6-2016
Summary of Request: Call to confirm GF E documentation process
8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☒
- If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**) not so
Copy of written solicitation sent to MBE/WBEs in SLBP area Yes ☒ No ☐
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes ☒ No ☐
Copy of advertisements Yes ☐ No ☒
Copy of notices sent to Minority and Women organizations Yes ☒ No ☐
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs) Yes ☒ No ☐

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

360TXC,LLC

is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project:

Window and Glass Replacement and Repair

Project/Solicitation Number:

IFB 8500 JXP0101REBID3

Location of Pre-bid Conference (if any)

Response Due Date and Time:

June 14, 2016 12:00 pm

This Project Includes the Following Scopes of Service:

- | | |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Glazing Services 91030 | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other Need glass replacement, maintenance, and repair | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: Tony Lester at 512-934-2622 or 1-877-710-7474
(Name) (Telephone) (Fax)
estimator@360txc.com
(Email)

All Responses MUST be received by: June 14, 2016 12:00 pm

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix C

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (*check one*): ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting (*check one*): ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

Notary Public

***Including Suppliers, Manufacturers, Alternates**

Notary Public

**City of Austin
Subcontract Vendor List - VCRCVS**

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

Vendors Within the SLBP Area

44050 Mirror Glass

V00000914663 Neihi Glass Inc 21303 Martin Lane Pflugerville Tx 78660	512-251-3572 5122513643 carolyn@neihi.com	WDB	F/Caucasian	AU
V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU

44077 Window Glass

V00000914663 Neihi Glass Inc 21303 Martin Lane Pflugerville Tx 78660	512-251-3572 5122513643 carolyn@neihi.com	WDB	F/Caucasian	AU
HUR7051205 P D MORRISON ENTERPRISES INC 1120 Toro Grande Blvd. Bldg 2#208 Cedar Park Tx 78613-6973	512-335-7173 512-219-0901 mro@pdme.com	MB	M/African American	AU
V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU

91030 Glass Replacement, Maintenance, and Repair

V00000916213 360TXC LLC 901 Mopac #300 Austin Tx 78701	5129342622 360txc@gmail.com	MWDB	F/African American	AU
VS0000015683 ALEON Properties, Inc. 8760a Research Blvd Ste #167 937 Reinli Ste 12 Austin Tx 78751 Austin Tx 78758	5122175555 5122331716 info@aleonpropertiesinc.com	MWB	F/African American	AU
V00000928872 Diven Valles 1229c Fm 1626 Buda Tx 78610	5124614925 vgcconstructionlandscaping@yahoo.com	MB	M/Hispanic	SL

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

**City of Austin
Subcontract Vendor List - VCRCVS**

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU
	ETM1783000 THOMAS DUKES 9905 Fm 973 North Manor Tx 78653	512-272-4551 512-272-4546 ETMASONRY@EARTHLINK.NET	MDB	M/African American	AU
	VS0000004060 UNITY CONTRACTOR SERVICES, INC 6448 Hwy 290 East Ste F-113 Austin Tx 78723	512-926-8065 lenzyucs@swbell.net	MDB	M/African American	AU
92931 Construction Equipment Maintenance and Repair (Not	VS0000034661 VAQUERO COMMERCIAL, INC. P.O. Box 170759 Austin Tx 78717	512-388-7400 5123887401 audon@vaquerogrp.com	MDB	M/Hispanic	AU

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

**City of Austin
Subcontract Vendor List - VCRCVS**

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

Vendors Outside the SLBP Area

92931 Construction Equipment Maintenance and Repair (Not

V00000922160
CAPITOL CITY SERVICES LLC
Po Box 2541
Cypress Tx 77410

5122729819
5122729820
rayamers@aol.com

MDB

M/Hispanic

TX

Total in SLBP:	12
Total Outside SLBP:	1

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

EXHIBIT C
CONTRACTOR'S COMPLIANCE PLAN

Appendix D

360txc Llc
901 Mopac #300
Austin Tx 78701

Aleon Properties, Inc.
8760a Research Blvd Ste #167 937 Reinli Ste
12 Austin Tx 78751
Austin Tx 78758

Capitol City Services Llc
Po Box 2541
Cypress Tx 77410

Diven Valles
1229c Fm 1626
Buda Tx 78610

Neihi Glass Inc
21303 Martin Lane
Pflugerville Tx 78660

P D Morrison Enterprises Inc
1120 Toro Grande Blvd. Bldg 2#208
Cedar Park Tx 78613-6973

S&D Glassworks, Llc
3924-C Woodbury Dr.
Austin Tx 78704

Thomas Dukes
9905 Fm 973 North
Manor Tx 78653

Unity Contractor Services, Inc
6448 Hwy 290 East Ste F-113
Austin Tx 78723

Vaquero Commercial, Inc.
P.O. Box 170759
Austin Tx 78717



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 8500 JXP0101REBID3

DATE ISSUED: May 30, 2016

REQUISITION NO.: RQM 8500 16050300429

COMMODITY CODE: 91030, 44077, 44050,
92931

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Joshua Pace

Buyer II

Phone: (512) 974-3127

E-Mail: Joshua.Pace@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Glass Replacement
and Repair

PRE-BID CONFERENCE TIME AND DATE: June 2, 2016 at
10:00 AM local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

BID DUE PRIOR TO: June 14, 2016 at 2:00 PM local time

BID OPENING TIME AND DATE: June 14, 2016 at 2:15 PM
local time

COMPLIANCE PLAN DUE PRIOR TO: June 14, 2016 at 2:00
PM local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8500 JXP0101REBID3	Purchasing Office-Response Enclosed for Solicitation # IFB 8500 JXP0101REBID3
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	17
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
00830	WAGE RATES AND PAYROLL REPORTING	5
00830BC	WAGE RATES AND PAYROLL REPORTING – WAGE RATE DETERMINATION	4
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Complete and return	25
Attachment A	AUSTIN CONVENTION CENTER PHOTOS	7

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: 360TXC,LLC

Company Address: 901 S.Mopac #300

City, State, Zip: Austin, TX 78701

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Dana Lester

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 7-13-2016

Email Address: tlester@360txc.com

Phone Number: 512-934-2622

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

**BID SHEET
CITY OF AUSTIN
GLASS REPLACEMENT AND REPAIR
INVITATION FOR BIDS (IFB) 8500 JXP0101REBID3**

BID DUE DATE: June 14, 2016 at 2:00 PM local time

BUYER: Joshua Pace

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the bidder's bid.

SECTION A - HOURLY LABOR RATES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1	Labor rate per hour for Regular Hours, 7:00 a.m. - 5:00 p.m. Monday through Fridays	800	\$190.00	\$152,000.00
2	Labor rate per hour for Non-Regular Hours, 5:01 p.m. - 6:59 a.m. Monday through Fridays and weekends (shall not exceed 150% or 'time and a half' of Regular Hours)	160	\$195.00	\$31,200.00
3	Labor rate per hour for Non-Regular Hours services provided during City of Austin Official Holidays (shall not exceed 200% or 'double time' of Regular Hours)	40	\$195.00	\$7,800.00
SECTION A SUBTOTAL				\$191,000.00

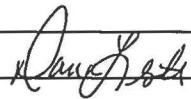
SECTION B - RENTALS AND MATERIALS MARKUP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT BEFORE MARKUP	PERCENTAGE MARKUP	EXTENDED PRICE
----------	------------------	---------------------------------------	-------------------	----------------

4	Percentage Mark-up to vendor cost for all equipment rentals as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$20,000	5%	\$21,000.00
5	Percentage Mark-up to vendor cost for all materials as defined in Section 0500, Scope of Work	\$80,000	5%	\$84,000.00
SECTION B SUBTOTAL				\$105,000.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)			\$296,000.00
-------------------------------------	--	--	--------------

<p align="center">Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).</p> <p>The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.</p>			
ITEM	DESCRIPTION OF OTHER SERVICES OR PRODUCTS		PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount)		\$0.00
7	Other: (Bidder to Specify - may be \$ or % discount)		\$0.00

COMPANY NAME:360TXC
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 
PRINTED NAME: Dana Lester
EMAIL ADDRESS:tlester@360txc.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes X	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No
	X	

SUBCONTRACTOR(S):

Name of Local Firm	S&D Glassworks, LLC	
Physical Address	3924-C Woodbury dr. Austin, TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes X	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes <input checked="" type="checkbox"/>	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name 360TXC, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name University of Houston/Downtown
Name and Title of Contact Brian Cokes/Facilities Manager
Project Name One Main st glass and doors
Present Address One Main st.
City, State, Zip Code Houston, TX 77002
Telephone Number (832) 577-7036 Fax Number (713) 221-7468
Email Address cokes@uhd.edu

2. Company's Name Texas State University
Name and Title of Contact Larry Martines/ Facilities Manger
Project Name Commons Building
Present Address 601 University Dr.
City, State, Zip Code San Macros, TX 78666
Telephone Number (512) 557-5341 Fax Number ()
Email Address lm56@txstate.edu

3. Company's Name University of Houston/Sugarland
Name and Title of Contact Willard Brewster/Facilities Manager
Project Name Library Resource Center
Present Address 4242 S. Manson rd
City, State, Zip Code Sugarland, TX 77450
Telephone Number (832) 842-2800 Fax Number (281) 275-3301
Email Address wabrewst@central.uh.edu

Section 0835: Non-Resident Bidder Provisions

Company Name 360TXC, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer : Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 8500 JXP0101REBID3

Addendum No: 1

Date of Addendum: 10/14/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Change Authorized Contact:** The Authorized Contact for contractual and technical issues has been changed as follows:

Authorized Contact: Roger Stricklin
Corporate Contract Administrator
512-974-1727
Roger.Stricklin@austintexas.gov

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Joshua Pace, Senior Buyer
Purchasing Office, 512-974-3127

10/14/16
Date



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 8500 JXP0101REBID3 **COMMODITY/SERVICE DESCRIPTION:** Glass Replacement and Repair
DATE ISSUED: May 30, 2016

REQUISITION NO.: RQM 8500 16050300429 **PRE-BID CONFERENCE TIME AND DATE:** June 2, 2016 at 10:00 AM local time

COMMODITY CODE: 91030, 44077, 44050, 92931
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Joshua Pace
Buyer II
Phone: (512) 974-3127
E-Mail: Joshua.Pace@austintexas.gov

BID DUE PRIOR TO: June 14, 2016 at 2:00 PM local time

BID OPENING TIME AND DATE: June 14, 2016 at 2:15 PM local time

COMPLIANCE PLAN DUE PRIOR TO: June 14, 2016 at 2:00 PM local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8500 JXP0101REBID3	Purchasing Office-Response Enclosed for Solicitation # IFB 8500 JXP0101REBID3
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	17
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
00830	WAGE RATES AND PAYROLL REPORTING	5
00830BC	WAGE RATES AND PAYROLL REPORTING – WAGE RATE DETERMINATION	4
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Complete and return	25
Attachment A	AUSTIN CONVENTION CENTER PHOTOS	7

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.03 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. Apprentices

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
 Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 3/18/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.03	\$ -	\$ 13.03
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.03	\$ -	\$ 13.03
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.03	\$ -	\$ 13.03
Laborer, Common or General	\$ 11.44	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.03	\$ -	\$ 13.03
Laborer, Pipelayer	\$ 12.45	\$ 13.03	\$ -	\$ 13.03
Laborer, Roof Tearoff	\$ 11.28	\$ 13.03	\$ -	\$ 13.03

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.03	\$ -	\$ 13.03
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.03	\$ -	\$ 13.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.03	\$ -	\$ 13.03
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 27.43	\$ 22.52	\$ 49.95
Tile Finisher	\$ 11.32	\$ 13.03	\$ -	\$ 13.03
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.03	\$ 1.18	\$ 14.21
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.03	\$ -	\$ 13.03
Truck Driver, Water Truck	\$ 12.00	\$ 13.03	\$ 4.11	\$ 17.14
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer : _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Joshua.Pace@austintexas.gov no later than 5:00 PM local time on Monday, June 6, 2016.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 240 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Accounts Payable
Address	651 North Pleasant Valley Rd.
City, State, Zip Code	Austin, Texas 78702

	City of Austin
Department	Austin Convention Center
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State, Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. PREVAILING WAGES:

- A. Contractor shall comply with the requirements of Wage Rates and Payroll Report (Section 0830) including the wage rates attached as Section 00830BC.
- B. Contractor shall pay workers no less than the wage rates established in Section 0830, and maintain weekly payroll reports as evidence thereof, in accordance with the requirement of Chapter 2258 of the Texas Government Code.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
- F. Austin Convention Center Contractor or Subcontractor Access Requirements:
- i. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center (ACCD) shall adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
 - ii. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
 - iii. All persons not directly escorted by an ACCD employee shall clearly display an access/ID device while on ACCD facility premises.
 - iv. Other than ACCD and in-house contractor employees, persons conducting business with ACC are **REQUIRED** to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez St. Persons conducting business with PEC are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- v. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- vi. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- vii. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- viii. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- ix. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- x. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- xi. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- xii. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- xiii. Temporary badge/access devices issued to contractors, subcontractors or temporary workers shall be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges shall be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU1020000000000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All Civilian	
Description of Series ID: Wages and Salary	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Manuel Huerta – Austin Public Library

651 N. Pleasant Valley Rd.

Austin, Texas 78702

(512) 974-7334

Manuel.Huerta@austintexas.gov

Bryan Helford – Austin Convention Center

500 East Cesar Chavez

Austin, Texas 78701

(512) 404-4311

Bryan.Helford@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

1.0 BACKGROUND

This Contract is for the replacement or repair of any interior and/or exterior glass product used by the City of Austin. The services provided under this Contract will be for projects which are non-construction related and do not require structural or building modifications. These services will be provided for the Library Department (Library) and the Austin Convention Center Department (ACCD) (each, a “Department” and collectively referred to herein as the “City”). Reference Attachment A, City Locations, for the locations to be serviced under this Contract. The City reserves the right to add or remove locations and/or City Departments to this Contract. The Contractor awarded this contract shall have the experience and technical ability to accomplish services as described within this Scope of Work.

2.0 CONTRACTOR'S MINIMUM REQUIREMENTS

- 2.1 To be considered eligible, the Contractor shall have provided services similar in scope and size to this Scope of Work on a continuous basis for the most recent five (5) consecutive year period.
- 2.2 Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

3.0 SCOPE OF SERVICES

- 3.1 For the purposes of this Scope of Work, the term “glass” shall refer to glass, windows, and mirrors.
- 3.2 Contractor’s responsibility shall include, but is not limited to, providing glass or window replacement and repair services; securing/boarding of windows, doors, and other glass installation prior to an emergency condition; providing sufficient personnel to respond to the needs of the City; providing all materials and equipment; installing windows on ground level or multi-story buildings; replacing glass doors; repairing, replacing or providing mirrors, tinted glass, Plexiglas, and custom cut glass and metal work; securing buildings where there is glass or window damage; ordering materials; and disposing of glass and other materials as a result of providing glass replacement and repair services.
- 3.3 Contractor shall provide all labor, materials, equipment, tools, permits, supervision, transportation, and training necessary for glass replacement and repair services. Equipment shall include, but is not limited to, scissor-lifts, bucket trucks, high-reach lifting devices, narrow lift (pass through 36” door), and scaffolding. Some areas require the use of a Teupen LEO23GT, or City-approved equivalent, lift. Contractor shall have an adequate supply of material in inventory for emergency and non- emergency requests. Materials shall be clean, properly

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

maintained and properly secured at the Contractor's place of business.

- 3.4 Contractor shall respond to all requests from the City for emergency and non-emergency glass replacement and repair services. Contractor shall perform all steps reasonably necessary to protect City property and persons from harm. Failure to perform repairs in a prompt and professional manner may result in termination of the Contract.

4.0 WORK COORDINATION

4.1 Schedule:

- 4.1.1 The Contractor understands and agrees that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule of events which may have an impact on any other schedule agreed to by the City and the Contractor.
- 4.1.2 The City will require the Contractor to perform regular services (non-emergency) during regular and/or non-regular business hours as outlined in Labor Hours' Time-Designations of this Scope of Work.

- 4.2 Initial Services: Within 10-business days of Contract award, the Contractor shall contact the City's designated person or Departmental Contract Managers ("Contract Manager") to set up an initial meeting to identify glass in need of priority (immediate) repair or replacement. This includes any interior and exterior windows, glass, and mirrors.

- 4.2.1 The Contractor shall arrange for a follow-up meeting with the Contract Managers. During these meetings, the Contractor shall present to the each Department an estimate (or proposal) for each piece of glass previously identified as a priority

4.2.1.1 The Contract Manager for the Library Department is Manuel Huerta (512) 974-7334.

4.2.1.2 The Contract Manager for the ACCD Department is Brian Helford (512) 404-4311.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 4.2.1.3 The estimate/proposal shall include: the location of the glass, estimated repair or replacement services, a cost estimate (based on bid prices of Section 0600, Bid Sheet), list of proposed equipment rental(s) needed to complete the service (if applicable), and recommended schedule with a proposed start and finish date/timeframe.
 - 4.2.2 The Contract Manager will review the proposal and upon acceptance, will schedule start of services with the Contractor. Once services of the priority (immediate) glass repair or replacement begins, the terms of this Scope of Work will apply.
- 4.3 General Services: General services shall be performed on an as-needed basis ("General Services" or "Non-Emergency"). The Contractor shall coordinate services with the Contract Manager (or designee).
 - 4.3.1 The Contractor shall have a 24-hour answering service or a Single Point of Contact who is available to receive calls on a 24-hour basis.
 - 4.3.2 The City will request General Services (each instance, a "Notification") and Contractor will respond within 24 hours. If applicable, the Contractor shall arrange a site-visit with the Contract Manager or designee.
 - 4.3.3 The Contractor shall provide a complete cost estimate with an estimated completion time to the City within three (3) working days for General Services.
 - 4.3.3.1 The estimate for General Services shall be in writing and shall include: the location of the glass, estimated repair or replacement services, an itemized cost estimate (based on bid prices of Section 0600, Bid Sheet), list of proposed equipment rental(s) needed to complete the service (if applicable), and recommended schedule with a proposed start and finish date/timeframe.
 - 4.3.4 The Contract Manager will review the estimate and if in agreement, will issue a written notice to proceed ("Notice to Proceed"). A Notice to Proceed will be in the form of a Delivery Order (DO) issued by the individual City Department.
 - 4.3.5 Upon receipt of the Notice to Proceed, the Contractor shall acknowledge receipt of the Notice by sending an email or fax to the Contract Manager.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 4.3.6 The Contractor and Contract Manger will schedule a date and time for services to begin. If the Contract Manager does not agree with the estimate, the Contract Manager will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall re-submit the cost estimate for review and approval by the Contract Manager.
- 4.3.7 The Contractor shall provide a Project Manager or designee to inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The Project Manager or designee shall not be removed from the project without prior written consent by the Contract Manager.
- 4.3.8 The Contractor shall only perform work at a Library location under the supervision of a Library maintenance employee. The Library's Contract Manager will coordinate onsite supervision with the Contractor before work is scheduled to begin.
- 4.3.9 While onsite, the Contractor and its employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions. The Contractor recognizes and understands that some City Departments have more stringent Workforce and Security Clearance requirements. As such, the Contractor agrees to adhere to each Department's unique requirements.
- 4.3.10 The Contractor shall complete the work within the time stated in the cost estimate and shall notify the Contract Manager upon completion of the services.
- 4.3.10.1 If during the performance of services the Contractor determines that additional time is needed to complete the work, the Contractor and the Contract Manager will mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.
- 4.3.11 All work is subject to inspection and acceptance by the Contract Manger or designee.
- 4.3.12 Upon completion of services, the Contractor shall be responsible for the immediate clean-up of the work area and removal of debris.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

4.4 Equipment Requirements

- 4.4.1 The Contractor shall provide its own height-reducing equipment.
- 4.4.2 All equipment shall be in good operating condition and shall meet or exceed OSHA industry standards.
- 4.4.3 Any motorized or mechanical height-reducing equipment such as lifts, booms or scaffolds will be inspected and approved by the Contract Manager before use. Non-marking tires shall be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect it from the equipment. The Contractor is responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches.
- 4.4.4 The City may stop work at any time if inferior equipment is in use by the Contractor.
- 4.4.5 No gasoline, natural gas, diesel, or propane-powered equipment shall be allowed in the facility without the written permission of the Contract Manager.
- 4.4.6 Prior to renting any equipment, the Contractor shall have the Contract Manager's written approval. Under no circumstances shall the Contractor rent equipment without prior approval.
- 4.4.7 The Contractor shall not be reimbursed for rental costs which do not have the Contract Manager's written approval.
- 4.4.8 If the Contract Manager does not provide approval for the equipment rental, the Contractor shall, at its own expense, either purchase or rent the necessary equipment.
- 4.4.9 If the Contract Manager approves the rental of the equipment, the Contractor may charge City the cost for the rental. The Contractor may markup rental of equipment in accordance with the Bid Sheet, Section 0600. Markups shall not exceed five percent (5%) for rentals. All line item charges for rentals will be verified by the City.
- 4.4.10 To be reimbursed for cost of rented equipment the Contractor shall submit copies of the rental agreement and receipts which clearly indicate the full cost paid by the Contractor. The Contractor shall be responsible for any loss or damage to rented or owned equipment used on a project under this contract. The City shall not be charged for expenses incurred by the Contractor for loss or damage to rented or owned equipment.

5.0 LABOR HOURS' TIME-DESIGNATIONS AND APPLICABLE RATES

Time designations shall be as follows:

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 5.1 REGULAR HOURS shall be 7:00 a.m. through 5:00 p.m. Monday through Friday. Hourly rates for regular hours shall be in accordance with Section 0600, Bid Sheet.
- 5.2 NON-REGULAR HOURS shall be:
- 5:01 p.m. through 6:59 a.m. Monday through Friday or 5:01 p.m. Friday through 6:59 a.m. Monday. Hourly rates for these non-regular hours may be charged to the City up to 150% (time and a half) of the regular hours as stated in Section 0600, Bid Sheet.
 - Official City of Austin holidays approved by Austin City Council beginning 12:00 a.m. through 11:59 p.m. the day of the Holiday and hourly rates for these non-regular hours may be charged to the City up to 200% (double time) of the regular hours as stated in Section 0600, Bid Sheet.
- 5.3 EMERGENCY HOURS shall be any time (24/7) and labor rates shall be in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, depending when services are provided.

6.0 EMERGENCY RESPONSE

- 6.1 In the event of an emergency condition, such as a storm, hail, fire, breach of building security, other situations resulting in substantial damage to City property, or a situation in which the damage interferes with the business operation of a City Department or threatens public safety or health (all instances, an "Emergency"), the Contractor shall provide sufficient personnel and materials to protect City property and ensure uninterrupted service at the damaged City property (an "Emergency Service"). The City will prioritize the work and notify the Contractor.
- 6.2 The City will notify the Contractor that services are to be considered "Emergency".
- 6.3 Emergency Labor Hour Rates per Section 0600, Bid Sheet will be charged to the City only when services are designated as an "Emergency".
- 6.4 The City has the sole and final authority in determining when services will be designated as an "Emergency".
- 6.5 Emergency Services shall include, but are not limited to, securing/boarding of windows to prevent property damage, replacing or repairing damaged glass, or assistance in the clean-up and removal of large amounts of broken glass, windows, or mirrors.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 6.6 The Project Manager or designee and personnel shall respond within one (1) hour of notification, and shall be onsite within four (4) hours of Notification by the City.
- 6.7 The Contractor shall provide a complete cost estimate with an estimated completion time to the City within two (2) hours of Notification. The Contract Manager and Contractor may mutually agree that a verbal cost estimate for Emergency Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 6.8 The Project Manager or designee and personnel shall remain at the damaged property for the period of time necessary to complete repairs with available materials or to secure and damaged areas while materials are being ordered.
- 6.9 While onsite, the Contractor and its employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.
- 6.10 All work is subject to inspection and acceptance by the Contract Manger.
- 6.11 After the event, the Contractor shall remove and retain all Contractor-owned property used to secure City property. All Contractor-owned property shall be clean, properly maintained and properly secured when not in use.
- 6.12 If additional service is required after the Emergency Service is complete, all additional service will be performed and is subject to the terms and conditions outlined in General Service and Equipment Requirements of this Scope of Work.

7.0 MATERIALS

- 7.1 Materials furnished shall be the latest product in production to commercial trade, and shall be of the highest quality. The Contractor shall ensure that the Manufacturer furnishing the materials is experienced in the production of such items and shall furnish evidence of the Manufacturer having supplied similar materials that have been in successful operation.
- 7.2 The Contractor may markup materials in accordance with the Bid Sheet, Section 0600. All line item charges for materials will be verified by the City.
- 7.3 Within five (5) business days of request by the City, the Contractor shall provide a published price list or materials catalog used by the Contractor to purchase materials in the execution of this Contract.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 7.4 All materials used shall be factory new and free of defects in materials and workmanship. Repair parts and components shall conform to Original Equipment Manufacturer specifications.
- 7.5 Special Orders: For any material that the Contractor special orders, the procedure shall be as follows:
- 7.5.1 Contractor shall notify the City in writing of the need to place a special order for materials.
- 7.5.2 Contractor shall submit a complete cost estimate via e-mail or fax to the City within three (3) working days of notification. The cost estimate shall be accompanied by a supplier's' cost estimate. If the Contractor has not received a quote from its supplier within three (3) working days, the Contractor may provide a cost estimate reflecting "rough estimate". **WORK SHALL NOT BE PERFORMED UNTIL A CONTRACTOR PROVIDED ACCURATE COST ESTIMATE IS APPROVED BY THE CITY.**
- 7.5.3 The City shall review the cost estimate. If the City is in agreement with the cost estimate, the City will issue a Notice to Proceed (or DO).
- 7.5.4 Contractor shall acknowledge receipt of the Notice to Proceed by sending an e-mail or fax to the City. **CONTRACTOR SHALL NOT PLACE ANY ORDER UNTIL THE CONTRACTOR RECEIVES A NOTICE TO PROCEED FROM THE CITY (or DO).**
- 7.5.5 Contractor shall commence the work as described under Work Coordination of the Scope of Work.
- 7.6 Tint Matching:
- 7.6.1 The City will furnish the original glass specifications and/or a sample of the tint to be matched.
- 7.6.2 It shall be the responsibility of the Contractor to obtain a match as close as possible and to obtain written approval from the City prior to ordering the materials and installation.
- 7.6.3 If the Contractor's supplier anticipates any problems in matching the tint required, the Contractor shall notify the City immediately via e-mail or fax so alternatives can be explored. **CONTRACTOR SHALL NOT ORDER GLASS OR OTHER MATERIALS UNTIL THE CITY APPROVES THE ALTERNATE TINT MATCH.**

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

8.0 CITY BUILDING CODES

All work performed or materials installed shall be in strict accordance with the City of Austin Building Codes (<http://www.austintexas.gov/department/building-technical-codes>). Any deficiencies discovered during work or after completion of work shall be immediately corrected by City having corrections made at the Contractor's expense.

9.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

10.0 DELIVERY

The Contractor agrees to make deliveries and perform services only upon receipt of a duly signed and approved cost estimate or Notice to Proceed (or DO) from the City. If delivery is made or services are performed without such approval shall be at Contractor's risk.

11.0 WORK STATEMENT

All work shall be of the highest standards prevailing in the industry and in compliance with applicable codes, rules and regulations governing the work.

12.0 WARRANTY

- 12.1 Contractor shall provide, at a minimum, a twelve (12) month warranty on materials and workmanship. The warranty period shall begin on the day the City officially accepts the work. Warranty work shall be completed within five (5) working days of notice.
- 12.2 Contractor shall provide the manufacturer's warranty, which specifies the extent to which the quality or performance of the product is assured and states the conditions under which the product can be returned, replaced, or repaired.

13.0 ADDITIONS & DELETIONS

The City's Contract Administration by means of a written authorization to Contractor may add or delete locations and/or service to this Contract. Written notification shall take effect upon the Contractor's receipt of such notice or on

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

such other days as specified therein. As of the effective date, each item added or deleted shall be subject to this Contract, as if it had original been a part.

14.0 ESTIMATED QUANTITIES

The City reserves the right to increase or decrease the quantities listed, subject to the availability of Council-approved funds.

15.0 PERSONNEL UNIFORMS

15.1 Contractor shall provide uniforms to all personnel. While performing work on City property, personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, photo identification badges and personal protective equipment.

15.2 The City reserves the right to approve the uniforms.

16.0 TRANSPORTATION AND PARKING

16.1 Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or Subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

16.2 There shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses will be included in the hourly bid rates.

17.0 SAFETY GENERAL

17.1 Safety Program

Contractor shall not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to, the following:

17.1.1 Contractor personnel shall wear applicable personal protection equipment at all times.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

- 17.1.2 Contractor personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 17.1.3 Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.
- 17.1.4 Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 17.1.5 Contractor shall post safety warnings as necessary to ensure safe operations.
- 17.1.6 The Contractor shall coordinate the timing and transportation of glass to the work area. If glass is transported through the interior of a facility, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport glass through the interior of a facility without prior coordination with the City.
- 17.2 When Contractor becomes aware of a hazardous or a potentially hazardous condition during the course of performing services, the Contractor shall immediately notify the City upon detection of the condition.
- 17.3 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=S&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities. CONTRACTOR SHALL INDEMNIFY THE CITY FOR ANY CLAIMS, FINES, OR DEMANDS RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH OSHA REQUIREMENTS.
- 17.4 Accident Reports: Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City within one normal working day of occurrence. Contractor shall cooperate with the City,

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

providing written documentation and any information required for their records.

- 17.5 Environmental Requirements: Contractor shall comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.
- 17.6 Stop-Work: Contractor shall be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the Contract Administrator may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

City Locations

Austin Public Library Department

1. **Austin History Center**
810 Guadalupe, 78701; (512) 974-7480
Tuesday-Friday: 10 a.m.-6 p.m.
Saturday: 10 a.m.-6 p.m.
Sunday: 12 noon-6 p.m.
2. **Carver Branch**
1161 Angelina, 78702; (512) 974-1010
Monday-Thursday: 10 a.m.-9 p.m.
Friday- 1 p.m-6 p.m.
Saturday: 10 a.m.-5 p.m.
3. **Cepeda Branch**
651 N. Pleasant Valley Rd., 78702; (512) 974-7372
Monday-Thursday: 10 a.m.-9 p.m.
Friday- 1p.m-6p.m
Saturday: 10 a.m.-5 p.m.
4. **Faulk Central Library**
800 Guadalupe, 78701; (512) 974-7400
Monday-Thursday: 11 a.m.-8 p.m.
Friday-Saturday: 10 a.m.-6 p.m.
Sunday: 12 noon-6 p.m.
5. **Hampton Branch at Oak Hill**
5125 Convict Hill Rd., 78749; (512) 974-9900
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
6. **Howson Branch**
2500 Exposition, 78703; (512) 472-3584
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
7. **Little Walnut Creek Branch**
835 W. Rundberg, 78758; (512) 974-9860
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.- 6 p.m.
Saturday: 10 a.m.-5 p.m.
Sunday: 2 p.m.-6 p.m.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

8. **Manchaca Road Branch**
5500 Manchaca Rd., 78745; (512) 974-8700
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
Sunday: 2-6 p.m.
9. **Milwood Branch**
12500 Amherst Dr., 78727; (512) 974-9880
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.- 6p.m.
Saturday: 10 a.m.-5 p.m.
10. **North Village Branch**
2505 Steck Ave. 78757 (512) 974-9960
Monday-Thursday: 10a.m.-9p.m.
Friday: 1 p.m.-6p.m.
Saturday: 10a.m.-5p.m.
11. **Oak Springs Branch**
3101 Oak Springs Dr., 78702; (512) 974-9920
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
12. **Old Quarry Branch**
7051 Village Center Dr., 78731; (512) 345-4435
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.- 6 p.m.
Saturday: 10 a.m.-5 p.m.
13. **Pleasant Hill Branch**
211 E. William Cannon Dr., 78745; (512) 974-3940
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m. - 6p.m.
Saturday: 10 a.m.-5 p.m.
14. **Ruiz Branch**
1600 Grove Blvd., 78741; (512) 974-7500
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m. – 6 p.m.
Saturday: 10 a.m.-5 p.m.
Sunday: 2 p.m. – 6 p.m.
15. **Southeast Austin Community Branch**
5803 Nuckols Crossing Rd., 78744; (512) 462-1452
Monday-Thursday: 10 a.m.-9 p.m.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.

16. **Spicewood Springs Branch**
8637 Spicewood Springs Rd., 78759; (512) 974-3800
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 a.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
17. **St. John Branch**
7500 Blessing Ave., 78752; (512) 974-7570
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-4 p.m.
18. **Terrazas Branch**
1105 E. Cesar Chavez St., 78702; (512) 974-3625
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
19. **Twin Oaks Branch**
1800 South 5th St., 78704; (512) 974-9980
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
20. **University Hills Branch**
4721 Loyola Lane, 78723; (512) 974-9940
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m. – 6 p.m.
Saturday: 10 a.m.-5 p.m.
21. **Windsor Park Branch**
5833 Westminster Dr., 78723; (512) 974-9840
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m.-6 p.m.
Saturday: 10 a.m.-5 p.m.
22. **Yarborough Branch**
2200 Hancock Dr., 78756; (512) 454-7208
Monday-Thursday: 10 a.m.-9 p.m.
Friday: 1 p.m. – 6 p.m.
Saturday: 10 a.m.-5 p.m.
Sunday: 2 p.m. – 6 p.m.

**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

23. **Zaragoza Warehouse**
651 N. Pleasant Valley Rd., 78702; (512) 974-7492
Monday – Friday: 7 a.m. – 3:30 p.m.
24. **Recycled Reads**
5335 Burnet Rd., 78756; (512) 323-5123
Thursday-Sunday: 12 p.m.-6 p.m.



**CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
GLASS REPLACEMENT AND REPAIR**

Austin Convention Center Department

AUSTIN COVENTION CENTER (ACC)

500 East Cesar Chavez Street (1st street) Austin, Texas 78701

PALMER EVENTS CENTER (PEC)

900 Barton Springs Road
Austin, Texas 78704

THE AFRICAN AMERICAN CULTURAL AND HERITAGE FACILITY (AACHF)

912 East 11th Street
Austin, Texas 78702

PARKING GARAGES (3 LOCATIONS)

Brazos Street Parking Garage (also referred to as the 2nd Street Parking Garage)
201 East 2nd Street
Austin, Texas 78701

5th Street Parking Garage
601 East 5th Street
Austin, Texas 78701

PEC Garage Parking (adjacent to PEC)
900 Barton Springs Road
Austin, Texas 78704















**BID SHEET
CITY OF AUSTIN
GLASS REPLACEMENT AND REPAIR
INVITATION FOR BIDS (IFB) 8500 JXP0101REBID3**

BID DUE DATE: June 14, 2016 at 2:00 PM local time

BUYER: Joshua Pace

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the bidder's bid.

SECTION A - HOURLY LABOR RATES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1	Labor rate per hour for Regular Hours, 7:00 a.m. - 5:00 p.m. Monday through Fridays	800		\$0.00
2	Labor rate per hour for Non-Regular Hours, 5:01 p.m. - 6:59 a.m. Monday through Fridays and weekends (shall not exceed 150% or 'time and a half' of Regular Hours)	160		\$0.00
3	Labor rate per hour for Non-Regular Hours services provided during City of Austin Official Holidays (shall not exceed 200% or 'double time' of Regular Hours)	40		\$0.00
SECTION A SUBTOTAL				\$0.00

**BID SHEET
CITY OF AUSTIN
GLASS REPLACEMENT AND REPAIR
INVITATION FOR BIDS (IFB) 8500 JXP0101REBID3**

BID DUE DATE: June 14, 2016 at 2:00 PM local time

SECTION B - RENTALS AND MATERIALS MARKUP				
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT BEFORE MARKUP	PERCENTAGE MARKUP	EXTENDED PRICE
4	Percentage Mark-up to vendor cost for all equipment rentals as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$20,000		\$20,000.00
5	Percentage Mark-up to vendor cost for all materials as defined in Section 0500, Scope of Work	\$80,000		\$80,000.00
SECTION B SUBTOTAL				\$100,000.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)	\$100,000.00
-------------------------------------	--------------

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount)	
7	Other: (Bidder to Specify - may be \$ or % discount)	

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME:

EMAIL ADDRESS:

CITY OF AUSTIN



CITY CODE CHAPTER 2-9C MBE/WBE PROCUREMENT PROGRAM NON-PROFESSIONAL SERVICES

Project Name:

Project/Solicitation Number:

Date:

TABLE OF CONTENTS

Overview	1
<i>Compliance Plan</i> Instructions	3
Good Faith Efforts Instructions	6
Contacting Potential MBE/WBE Subcontractors	6
Good Faith Efforts Review	7
Post-Award Instructions.....	9
Letter of Intent.....	9
Post-Award Monitoring	9
 <u>FORMS</u>	
Appendix A: <i>Compliance Plan</i>	11
Appendix B: Letter to Potential Subcontractors	18
Appendix C: Letter of Intent	19
Appendix D: Availability Lists.....	

MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:
MBE	%		African American

WBE	%	OR	Hispanic
	_____		_____
			Asian/Native American
			/
			WBE

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans not complying with the Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.***

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III Compliance Plan Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the Compliance Plan, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the Compliance Plan is filed may cease to be a certified Firm before the contract is

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write “N/A” in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable***. If Bidder did meet the project goals, please indicate “Goals Met” in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder’s subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write “N/A” in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor’s MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor’s own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE Compliance Plan Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: _____ If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:

*I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.*

Reviewing Counselor _____

Date _____

*I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.*

Director/Assistant Director _____

Date _____

Section III — *Compliance Plan Summary***Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? (*If no, attach documentation of Good Faith Efforts*)

Yes ☐ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____ %; Native/Asian American _____ %; WBE _____ %

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Section V — Disclosure of Non-Certified Subcontractors Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☐ No ☐ If no, state reason(s) below and attach documentation:

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Section VI — Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

-
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☐
 2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*) Yes ☐ No ☐
List Methods: _____
 3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐
 4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If yes, please attach.** Yes ☐ No ☐
 5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes ☐ No ☐
 6. Were additional elements of work identified to achieve the goals or subgoals? Yes ☐ No ☐
If yes, please explain: _____
 7. Was SMBR contacted for assistance? Yes ☐ No ☐
If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
 8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☐
If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
 9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (***Documentation is not limited to this list.***)

Copy of written solicitation sent to MBE/WBEs in SLBP area	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of advertisements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (<i>i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project: _____
 Project/Solicitation Number: _____
 Location of Pre-bid Conference (if any) _____

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|-------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (*check one*): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: _____ Level of Subcontracting (*check one*): ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City_____
Legal Name of Firm, as registered with the City_____
Signature_____
Signature_____
Print Name_____
Print Name_____
Title_____
Title_____
Date_____
Date

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____._____
Notary Public***Including Suppliers, Manufacturers, Alternates**_____
Notary Public

City of Austin
Subcontract Vendor List - VCRCVS

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

Vendors Within the SLBP Area

44050 Mirror Glass

V00000914663 Neihi Glass Inc 21303 Martin Lane Pflugerville Tx 78660	512-251-3572 5122513643 carolyn@neihi.com	WDB	F/Caucasian	AU
V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU

44077 Window Glass

V00000914663 Neihi Glass Inc 21303 Martin Lane Pflugerville Tx 78660	512-251-3572 5122513643 carolyn@neihi.com	WDB	F/Caucasian	AU
HUR7051205 P D MORRISON ENTERPRISES INC 1120 Toro Grande Blvd. Bldg 2#208 Cedar Park Tx 78613-6973	512-335-7173 512-219-0901 mro@pdme.com	MB	M/African American	AU
V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU

91030 Glass Replacement, Maintenance, and Repair

V00000916213 360TXC LLC 901 Mopac #300 Austin Tx 78701	5129342622 360txc@gmail.com	MWDB	F/African American	AU
VS0000015683 ALEON Properties, Inc. 8760a Research Blvd Ste #167 937 Reinli Ste 12 Austin Tx 78751 Austin Tx 78758	5122175555 5122331716 info@aleonpropertiesinc.com	MWB	F/African American	AU
V00000928872 Diven Valles 1229c Fm 1626 Buda Tx 78610	5124614925 vgcconstructionlandscaping@yahoo.com	MB	M/Hispanic	SL

City of Austin
Subcontract Vendor List - VCRCVS

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000924337 S&D Glassworks, LLC 3924-C Woodbury Dr. Austin Tx 78704	5125025984 sdglassworks@yahoo.com	MB	M/Hispanic	AU
	ETM1783000 THOMAS DUKES 9905 Fm 973 North Manor Tx 78653	512-272-4551 512-272-4546 ETMASONRY@EARTHLINK.NET	MDB	M/African American	AU
	VS0000004060 UNITY CONTRACTOR SERVICES, INC 6448 Hwy 290 East Ste F-113 Austin Tx 78723	512-926-8065 lenzyucs@swbell.net	MDB	M/African American	AU
92931 Construction Equipment Maintenance and Repair (Not					
	VS0000034661 VAQUERO COMMERCIAL, INC. P.O. Box 170759 Austin Tx 78717	512-388-7400 5123887401 audon@vaquerogrp.com	MDB	M/Hispanic	AU

City of Austin
Subcontract Vendor List - VCRCVS

Appendix D

Solicitation No.: IFB 8500 JXP0101REBID3 Glass Replacement and Repair

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

Vendors Outside the SLBP Area

92931 Construction Equipment Maintenance and Repair (Not

V00000922160

CAPITOL CITY SERVICES LLC

Po Box 2541

Cypress Tx 77410

5122729819

5122729820

rayamers@aol.com

MDB

M/Hispanic

TX

Total in SLBP: 12

Total Outside SLBP: 1

360txc Llc
901 Mopac #300
Austin Tx 78701

Aleon Properties, Inc.
8760a Research Blvd Ste #167 937 Reinli Ste
12 Austin Tx 78751
Austin Tx 78758

Capitol City Services Llc
Po Box 2541
Cypress Tx 77410

Diven Valles
1229c Fm 1626
Buda Tx 78610

Neihi Glass Inc
21303 Martin Lane
Pflugerville Tx 78660

P D Morrison Enterprises Inc
1120 Toro Grande Blvd. Bldg 2#208
Cedar Park Tx 78613-6973

S&D Glassworks, Llc
3924-C Woodbury Dr.
Austin Tx 78704

Thomas Dukes
9905 Fm 973 North
Manor Tx 78653

Unity Contractor Services, Inc
6448 Hwy 290 East Ste F-113
Austin Tx 78723

Vaquero Commercial, Inc.
P.O. Box 170759
Austin Tx 78717

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Joshua Pace 512-974-3127	PM Name/Phone	Sharon Patterson 512-404-4355
Sponsor/User Dept.	Convention Center Library	Sponsor Name/Phone	Manuel Huerta 512-974-7334
Solicitation No	IFB 8500 JXP0101REBID3	Project Name	Glass Repair and Replacement
Contract Amount	\$1,500,000 annually	Ad Date (if applicable)	Advertisement Date
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Library and Convention Center seek a Contractor to repair and replace broken, faded, or otherwise damaged windows.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
JXP0101 - no goals JXP0101REBID - no goals JXP0101REBID2 - 7.45% MBE, 1% WBE goals			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91030 Glass Replacement, Maintenance, and Repair - 60% 44077 Window Glass - 25% 44050 Mirror Glass - 5% 92931 Construction Equipment Maintenance & Repair - 10%			
Joshua Pace		5/12/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/18/2016	Date Assigned to BDC	5/18/2016
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	2.11% MBE	0.86% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input checked="" type="checkbox"/> Sufficient availability of M/WBEs | <input checked="" type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are available MBE/WBE's availability.

Subcontracting Opportunities Identified

There are subcontracting opportunities identified.

Counselor Name

SMBR Staff

Signature/ Date

[Signature] 5/24/16

SMBR Director or Designee

Date

[Signature] 5/24/16

Returned to/ Date: